

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Edge Cable Holdings USA, LLC,)	File No. SCL-LIC-20200807-00036
(Amitié Cable System))	
)	
Application for a License to Land and)	
Operate within U.S. Territory a Private)	
Fiber-optic Submarine Cable Network)	
Connecting the United States, the United)	
Kingdom, and France, the Amitié Cable)	
System)	

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATION AND LICENSE**

Pursuant to Executive Order 13913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Authorization and License (Petition) on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Committee).¹ Through this Petition, and pursuant to Section 1.41 of the Commission’s Rules, the Committee advises the Commission that it has no objection to the Commission approving the above-captioned application, provided that the Commission conditions its approval on the assurances of Edge Cable Holdings USA, LLC, Aqua Comms (Americas) Inc., Cable & Wireless Americas Systems, Inc., and Microsoft Infrastructure Group, LLC, (collectively, the Parties), to abide by the commitments and undertakings set forth in the April 1, 2021, Letter of Assurances (LOA), a copy of which is attached hereto.²

¹ Exec. Order No. 13913, § 9(h), 85 Fed. Reg. 19643, 19647-48 (2020). The Executive Order directs the Committee to “assist the [Commission] in its public interest review of national security and law enforcement concerns that may be raised by foreign participation in the United States telecommunications services sector.” *Id.* § 3(a), 85 Fed. Reg. at 19643.

² 47 C.F.R. § 1.41.

Section 2 of the Cable Landing License Act authorizes the President to withhold, revoke, or condition a submarine cable landing license if the President determines that such action would, among other things, “promote the security of the United States.”³ In 1954, the President delegated that authority to the Commission, subject to a requirement that it not act on an application without first obtaining “such advice from any executive department or establishment of the Government as the Commission deems necessary.”⁴ The Commission has long sought the expertise of the relevant Executive Branch agencies and has routinely granted agencies’ requests to impose conditions on cable landing licenses to address national security, law enforcement, and other concerns raised by particular applications.⁵

After discussions with representatives of the parties in connection with the above-captioned application, the Committee has concluded that the additional commitments and undertakings set forth in the LOA will help ensure that those agencies with responsibility for protecting national security, enforcing the law, and preserving public safety can proceed appropriately to satisfy those responsibilities.

³ 47 U.S.C. § 35.

⁴ Exec. Order No. 10530, § 5(a), 19 Fed. Reg. 2709, 2711 (1954). *See also* 47 C.F.R. § 1.767(b).

⁵ *See, e.g., Actions Taken Under Cable Landing License Act*, 34 FCC Rcd 8628 (2019), 32 FCC Rcd 3791, 3792-93 (2017), 28 FCC Rcd 1323, 1324 (2013), 24 FCC Rcd 2219, 2200 (2009), 23 FCC Rcd 13149, 13420 (2008).

Accordingly, NTIA on behalf of the Committee advises the Commission that the Committee has no objection to the Commission granting the above-captioned application, provided that the Commission conditions its consent on compliance with the April 1, 2021, LOA attached to this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathy D. Smith".

Kathy Smith
Chief Counsel

National Telecommunications and
Information Administration
1401 Constitution Avenue, NW
Washington, DC 20230
(202) 482-1816

April 12, 2021

April 1, 2021

Acting Under Secretary
Office of Strategy, Policy, and Plans
Mail Stop 0445
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Ave SE
Washington, D.C. 20528-0445
IP-FCC@hq.dhs.gov

Dear Madame:

This Letter of Assurances (“LOA”) outlines the commitments made by Edge Cable Holdings USA, LLC (“Edge USA”); Aqua Comms (Americas) Inc. (“Aqua Comms”); Cable & Wireless Americas Systems, Inc. (“CWAS”); and Microsoft Infrastructure Group, LLC (“Microsoft”) (collectively, the “Licensees”) to the U.S. Department of Homeland Security (“DHS”) to address national security and law enforcement risks raised with regard to an application filed by the Licensees to the Federal Communications Commission (“FCC”) for a license to land and operate within U.S. territory a private fiber-optic submarine cable network connecting the United States, the United Kingdom, and France, the Amitié Cable System (Amitié).¹

The Licensees certify as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements the Licensees or their representatives have made to DHS; the U.S. Department of Justice, including the Federal Bureau of Investigation; the U.S. Department of Defense; and the FCC in the course of the review of the above-referenced application that the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (“Committee”) conducted pursuant to Executive Order 13913. The Licensees hereby adopt those statements as the basis for this LOA.

The Licensees have agreed to provide this LOA to DHS, and understand that upon execution of this LOA, the FCC will be petitioned to condition the cable landing license for Amitié on compliance with this LOA.

For purposes of this LOA:

- A. “Access” means the ability to physically or logically undertake any of the following actions: (a) read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a system or a network; (b) add, edit or alter information or technology stored on or by software, hardware, a system or a network; and (c) alter the physical or logical state of software, hardware, a system or a network (e.g., turning it on or off, changing configuration, removing or adding components or connections).

¹ FCC File No. SCL-LIC-20200807-00036

- B. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.
- C. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of Amitié that physically is located in the United States, up to the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by or on behalf of the Licensees to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center (“NOC”) facilities, as defined in Section E below.
- D. “Electronic Communication” has the meaning set forth in 18 U.S.C. § 2510(12).
- E. “Network Operations Center” or “NOC” means the locations and facilities designated as such by the Licensees for purposes of performing network management, monitoring, maintenance, or other operational functions for Amitié.
- F. “Principal Equipment” means the primary electronic components of Amitié, which includes the Domestic Communications Infrastructure and Wet Infrastructure. Principal Equipment consists of: network element servers; routers; switches; repeaters; submarine line terminal equipment (“SLTE”); system supervisory equipment (“SSE”); signal modulators and amplifiers; power feed equipment (“PFE”); tilt and shape equalizer units (“TEQ/SEQ”); optical distribution frames (“ODF”); branching units (“BU”); synchronous optical network (“SONET”); synchronous digital hierarchy (“SDH”); wave division multiplexing (“WDM”), dense wave division multiplexing (“DWDM”); coarse wave division multiplexing (“CWDM”); or optical carrier network (“OCx”) equipment, as applicable; and any non-embedded software used for monitoring, administration, or provisioning of Amitié (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office).
- G. “Screened Personnel” has the meaning set forth in Paragraph 11 below.
- H. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of Amitié, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used to define the topology of the undersea portion of Amitié.
- I. “Wire Communication” has the meaning set forth in 18 U.S.C. § 2510(1).

The Licensees undertake to comply with the following commitments:

1. Security Point of Contact

Edge USA agrees to maintain a primary Security Point of Contact (“Primary POC”) for purposes of this LOA. Each other individual Licensee will designate a secondary Point of Contact (“Secondary POC”) for purposes of this LOA. The POCs will be U.S. citizens residing in the United States and, to the knowledge of the Licensees, be eligible to hold an active U.S. Government security clearance at the “Secret” level or higher. Edge USA and each other individual Licensee agree to nominate a proposed Primary POC and Secondary POC, respectively, within **30 days** of the execution of this LOA. The Licensees understand that the Primary POC and Secondary POC nominations will be subject to DHS review and approval and may be subject to a background check at the sole discretion of DHS. In order to facilitate this, the Licensees will provide the name, date of birth, place of birth, social security number, and passport number of the nominees, and will subsequently provide any other information reasonably requested by DHS.

The Primary POC will be available twenty-four (24) hours per day, seven (7) days per week, regarding any national security or law enforcement concerns that DHS may raise with respect to Amitié. Upon request by DHS, the Primary POC will make himself/herself available in person within the United States at a mutually agreeable date and location, including in a classified setting as determined necessary. The Primary POC will be responsible for receiving and promptly effectuating any lawful inquiries or requests for information and for otherwise ensuring compliance with obligations set forth in this LOA.

The Licensees agree to notify DHS of any proposed change to any Primary or Secondary POC at least **15 days** in advance of such proposed change. The Licensees understand that any proposed Primary or Secondary POC will be subject to DHS review and approval and may be subject to a background check at the sole discretion of DHS.

2. Cable System Information

Within **60 days** of the execution of this LOA, and, thereafter, within **30 days** upon DHS request, the Licensees agree to make available the following Amitié System Information:

- (a) Network management information, as follows: (1) a network map that includes physical and logical topology; (2) network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI and Wet Infrastructure; (3) network operational plans, processes, and procedures; (4) locations and functions of any NOCs, data centers, and main distribution facilities; (5) organizational chart, to include specific reference to the names and positions of senior officials responsible for operations of Amitié; and (6) descriptions of interfaces and connections to Amitié for service offload, disaster recovery, or administrative functions;

- (b) A complete and current list of all contracts held by the Licensees or their designee(s) for the maintenance and security of Amitié;
- (c) The Joint Build Agreement; and
- (d) A restoration plan for the Principal Equipment and the Wet Infrastructure for Amitié.

3. Operational Requirements

With respect to the operation of Amitié, the Licensees agree as follows:

- (a) The Licensees will have the ability to promptly and effectively interrupt, in whole or in part, traffic to and from the United States on Amitié by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States; and
- (b) The Licensees will configure all necessary systems to ensure the NOC can suspend or interrupt the optical carrier signal or all of Amitié within the DCI.

If the Licensees are required to interrupt traffic to or from the United States as a result of lawful U.S. process, the Licensees will be permitted to disclose publicly that they were required to interrupt service in response to lawful U.S. process consistent with any limits on disclosure that may be imposed by such lawful U.S. process and without disclosing any of the content of such request.

Within **5 days** of selecting NOC facilities, the Licensees will submit to DHS the NOC location and the controller, operator, or manager for the NOC or NOCs for DHS approval. The Licensees understand that DHS will approve or disapprove of the locations and operators within **45 days** of receipt. The Licensees agree to notify DHS of any proposed change to NOC location(s) or operators, to include the addition of new NOC locations, at least **45 days** in advance of such proposed change. The Licensees understand DHS will approve or disapprove the new operator, location or locations within **45 days** of acknowledgement of receipt.

4. Principal Equipment List

Within **60 days** of the execution of this LOA, the Licensees agree to provide DHS with a list to include:

- (a) A complete and current list of all Principal Equipment, including: (1) a description of each item and the functions supported, (2) each item's manufacturer, and (3) the model and/or version number of any hardware or software; and

- (b) Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

At the sole discretion of DHS, the Licensees agree to supplement in writing the foregoing definition of Principal Equipment to address subsequent technological developments with submarine systems.

Objections to the Principal Equipment List will be handled pursuant to Section 8.

5. Modifications to Existing Principal Equipment

The Licensees agree to provide DHS at least **45 days'** advance notice prior to performing any maintenance, repair, or replacement that would result in any modification to the quantum, function, configuration, operation, or location of existing Principal Equipment for Amitié.

The existing Principal Equipment advance notice requirement is waived for any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of Amitié; however, in such circumstances, the Licensees agree to provide advance notice to DHS of the modification, if practicable, and, if impracticable, the Licensees agree to provide notice within **10 days'** after the maintenance, repair, or replacement. This notice will include a detailed description of the equipment replaced and the circumstances surrounding the need to replace the Principal Equipment without 45 days' advance notice.

The Licensees may continue to utilize any Principal Equipment maintained, repaired, or replaced pursuant to the process outlined in this Section, provided that DHS does not object pursuant to Section 8. In the event of such an objection, the Licensees will not begin relying upon, expand existing deployment of, or enhance the capabilities of any Principal Equipment to which DHS has objected, and the Licensees agree to meet, confer, and otherwise attempt in good faith to resolve DHS's objection. Until the objection is resolved, the Licensees will not upgrade, install, replace, or service any objectionable Principal Equipment without written authorization from DHS.

6. Change in Vendors, Contractors, or Subcontractors for Principal Equipment

The Licensees agree to provide at least **45 days'** advance notice prior to any change to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Principal Equipment.

In addition, the Licensees agree to provide at least **45 days'** advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor,

subcontractor (*i.e.*, where a previously-listed provider will be offering support in a previously unidentified way).

Objections to any new vendor, contractor, or subcontractor for the Principal Equipment or the proposed service offerings thereof will be handled pursuant to Section 8.

7. Equipment Testing

The Licensees agree to provide at least **45 days'** advance notice prior to initiating the testing of any new Principal Equipment connected to Amitié by any vendor not already on the approved Principal Equipment List. Objections to any testing proposed pursuant to this Section will be handled pursuant to Section 8.

Prior to deployment of any distributed acoustic sensing technology onto the marine portion of this cable, the Licensees agree to receive the approval of the United States Navy. The Licensees will provide notice to the United States Navy via email at osd.pentagon.dod-cio.list.team-telecom@mail.mil prior to the deployment, with a courtesy copy to DHS.

8. Objection Resolution

Within **90 days** of receipt of any notice provided by the Licensees pursuant to Sections 4, 5, 6, or 7, DHS shall either provide written approval or disapproval to the Licensees of the action described in such notice. If within the 90-day approval/disapproval period DHS seeks additional information from the Licensees, the approval/disapproval period shall be extended by the number of days DHS awaited the requested information. In the event of a disapproval, the Licensees will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has disapproved, and the Licensees agree to meet, confer and resolve DHS's disapproval. Until DHS's disapproval is resolved, the Licensees will not upgrade, install, replace, or service any disapproved Principal Equipment without written authorization from DHS.

9. Measures to Prevent Improper Use and Unauthorized Access

The Licensees agree to take practicable measures to prevent unauthorized logical Access to Amitié and to prevent any unlawful use or disclosure of information carried on the same. For purposes of this Section, such "practicable measures," at a minimum, include effectuating compliance with all applicable U.S. laws and regulations governing cybersecurity, information security, and privacy and will be measures consistent with best practices and guidelines, such as but not limited to the Cybersecurity Framework of National Institute of Standards and Technology and 27001 Series Standards of the International Organization for Standardization. These measures should also include items such as configuration management, security audits, and system interconnection documentation, as well as contractual safeguards and screening procedures for personnel with logical Access to the DCI.

The Licensees agree to take appropriate measures to protect and promote resiliency of Amitié, including measures to ensure that security patches for systems and applications are up to date.

The Licensees agree to maintain security standards and best practices utilized within the U.S. telecommunications industry for maintenance of password systems and firewalls, monitoring and oversight of logical Access to Amitié, maintenance of non-destructive logical Access logs, and periodic internal audits of network security and associated network devices.

The Licensees agree to submit a policy regarding logical security measures adopted in accordance with the requirements of this Section to DHS within **90 days** of the date of execution of this LOA. DHS will approve or disapprove the policy within **90 days** of receipt.

10. Physical Security Measures

The Licensees agree to take practicable measures to physically secure Amitié, including the DCI and Wet Infrastructure. The Licensees will screen appropriate personnel in accordance with Section 11 below, and the Licensees will require that all persons who physically Access the DCI are escorted at all times by Screened Personnel, as defined herein.

The Licensees agree to submit a policy setting forth the Licensees' physical security measures to DHS within **90 days** of the date of execution of this LOA. DHS will approve or disapprove the policy within **90 days** of receipt.

11. Screening of Personnel

The Licensees agree to implement, either directly or through a vendor or service provider, a process to screen any existing or newly hired Licensee personnel (or any personnel performing under an agreement or arrangement with the Licensees) in, at minimum, the following circumstances:

- (a) Any person whose position could involve logical Access to the DCI; and
- (b) Any person charged with securing the DCI.

The Licensees' personnel screening process will be reflected in a written policy and will include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Upon satisfying the requirements set forth in the screening policy, such persons shall be considered "Screened Personnel."

The Licensees agree to submit the screening policy to DHS within **90 days** of the date of execution of this LOA. DHS will approve or disapprove the policy within **90 days** of receipt. The Licensees agree to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

12. Reporting Incidents and Breaches

The Licensees agree to report to DHS within **48 hours** if they learn of information that reasonably indicates:

- (a) Unauthorized third-party Access to, or disruption, or corruption of, Amitié or any information being carried on Amitié;
- (b) Any other unauthorized Access to or disclosure of Domestic Communications on Amitié in violation of federal, state, or local law; or
- (c) Any material breach of the commitments made in this LOA. Unauthorized third-party access to, or disruption or corruption of, Amitié or any information being carried on Amitié;

Upon request by DHS, the Licensees agree to submit in writing a follow-up report describing in greater detail the incident and the Licensees' steps to remediate to DHS within **15 days** of discovery of the relevant conduct. The Licensees also agree to submit in writing supplementary information regarding any follow-up report until such evaluation is complete. The Licensees agree to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of DHS.

13. Instruction of Obligations

The Licensees agree to instruct appropriate officers, employees, contractors, and agents as to the Licensees' obligations under this LOA, including the individuals' duty to report any violation, and to issue periodic reminders of such obligations.

The Licensees agree to issue initial instructions in writing and provide appropriate live or virtual training within **90 days** of the date of execution of this LOA, and the Licensees agree to submit a copy of such instructions to DHS at the same time. The Licensees agree to issue updated instructions or training annually thereafter.

14. Change in Services or Cable Operations

The Licensees agree to notify DHS in writing at least **45 days** prior to implementing any changes to the communications services or operations of Amitié, to include notice if the Licensees' proposed change would impact any services provided to U.S. government customers pursuant to a contract with the U.S. government. The Licensees agree to provide a detailed description of the proposed change including the terms, conditions, individuals, and/or entities involved in making the change to the communications services or operations.

15. Change in Control

If the Licensees learn of any information that reasonably indicates that any single foreign entity or individual, other than those already identified, has or likely will obtain an ownership interest, whether direct or indirect, in any of the Licensees or Amitié above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or likely otherwise will gain either: (i) control, as determined in accordance with 47 C.F.R. § 63.09(b); or (ii) *de facto* or *de jure* control of any of the Licensees or Amitié, the Licensees agree to provide notice in writing to DHS within **15 days**. Notice under this Section will, at a minimum:

- (a) Identify the entity or individual(s) acquiring control (specifying the name, addresses, and telephone numbers of the entity or individual(s));
- (b) Identify the beneficial owners of any such increased or prospective increased ownership interest in the Licensees or Amitié by the entity or individual(s) (specifying the name, addresses, and telephone numbers of each beneficial owner); and
- (c) Quantify the amount of ownership interest that the entity or individual(s) has or likely will obtain in the Licensees or Amitié and, if applicable, the basis for their prospective control of the Licensees or Amitié.

16. Annual Report

On the anniversary of the date of this LOA, the Licensees agree to submit to DHS a report assessing the Licensees' compliance with the terms of this LOA for the preceding year. The report shall include:

- (a) The names and contact information of the then-current POCs;

- (b) Cable System Information, as described in Section 2 above, noting any changes during the reporting period;
- (c) An updated Principal Equipment List containing all information described in Section 4 above, identifying any modifications during the reporting period;
- (d) A copy of the then-current policies adopted in accordance with this LOA, including policies for logical security (Section 9), physical security (Section 10), personnel screening (Section 11), incident reporting (Section 12), and employee training (Section 13), and a summary of any changes during the reporting period and the reasons therefore;
- (e) A summary of any events that occurred during the reporting period that will or reasonably could impact the effectiveness of or compliance with this LOA; and
- (f) A summary of any known acts of noncompliance with the terms of this LOA that occurred during the reporting period, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future.

17. Third-Party Audit

At its sole discretion, but no more frequently than once every calendar year unless the original audit is found by DHS to have been unsatisfactory, DHS may request a third-party audit of the Licensees' compliance with the terms of this LOA. In connection with the audit:

- (a) Within **60 days** of DHS requesting a third-party audit, the Licensees will nominate two (2) third-party auditors, subject to the approval of the DHS. Within **60 days** of the nominations, DHS will approve or disapprove the nominated third-party auditor firms.
- (b) If DHS disapproves of either of the nominated third-party auditors, the Licensees agree to nominate another third-party auditor within **30 days** of such objection. If DHS disapproves the nomination of a supplemental third-party auditor, the Licensees will provide to DHS three (3) additional candidates within **30 days** to be considered for third-party auditor from which DHS may choose at its discretion.
- (c) As part of the auditor nomination and approval process, DHS may condition approval of a nominated auditor on the Licensees providing information regarding the Licensees' and nominated auditor's pre-existing relationship (if any).
- (d) The Licensees will be solely responsible for any costs associated with any third-party audit carried out pursuant to this Section. DHS, however, will consider

avoidance of unreasonable costs as a factor when exercising its rights under this Section.

- (e) The Licensees will ensure the selected third-party auditor submits, prior to commencing the audit, a methodology and proposed scope of audit, both of which will be subject to DHS approval.
- (f) The Licensees will ensure that the executed engagement agreement with the third-party auditor is provided to DHS within **5 days** of execution.
- (g) The third-party auditor will promptly deliver to DHS and the Licensees all reports and related information generated or gathered during its review that relate directly to the Licensees' compliance with the terms of this LOA and agrees to meet independently with DHS upon request.

18. DHS Consultation and Visitation

The Licensees agree to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise regarding compliance with this LOA.

The Licensees agree to negotiate in good faith to resolve to the satisfaction of DHS any national security or law enforcement concerns DHS may raise with respect to any matters set forth in this LOA.

The Licensees agree that, upon **48 hours'** advance notice, except when due to exigent circumstances such advance notice is not practicable, DHS may visit the Licensees and/or Amitié facilities to conduct on-site reviews to verify the implementation of and compliance with the terms of this LOA. Subject to applicable law, the Licensees will provide unimpeded access to any information, facilities, and personnel necessary to verify compliance with the terms of this LOA on the understanding that when advance notice of a visit is not provided, the Licensees will provide DHS with access to information, facilities, and personnel within **24 hours** of such an access request.

19. Computing Time

In computing any time period pursuant to this LOA, the below rules apply.

- a. For any period stated in days:
 - i. the day of the event that triggers the period is excluded;
 - ii. every day thereafter is counted, including intermediate Saturdays, Sundays, and federal holidays, except for those days that are tolled pursuant to Section 19(c); and

- iii. the last day of the period is included, but if the last day is a Saturday, Sunday, or federal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or federal holiday.
- b. For any period stated in hours:
- i. begin counting immediately on the occurrence of the event that triggers the period;
 - ii. count every hour, including hours during intermediate Saturdays, Sundays, and federal holidays, except for those hours that are tolled pursuant to Section 19(c); and
 - iii. if the period would end on a Saturday, Sunday, or federal holiday, the period continues to run until the same time on the next day that is not a Saturday, Sunday, or federal holiday.
- c. Any approval provision applicable to DHS pursuant to this LOA shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, D.C. area is closed.

All communications, including notifications and reporting, made pursuant to this LOA shall be made to ip-fcc@hq.dhs.gov and compliance@hq.dhs.gov, or any other contacts as designated by DHS.

This LOA shall inure to the benefit of, and shall be binding upon, the Licensees and their successors, assigns, subsidiaries, and affiliates.

Each Licensee agrees that, in the event the commitments set forth in this LOA are breached, the Committee may, under subsection 10(f) of Executive Order 13913 (“the Executive Order”), request that the FCC take action consistent with subsection 9(b) of the Executive Order, such as to modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to the Licensees or any successors-in-interest, in addition to any other remedy available at law or equity.

If, after this LOA takes effect, DHS or the Licensees believes that changed circumstances warrant modifying or terminating this LOA (including if DHS determines that the terms of this LOA are inadequate or no longer necessary to address national security and law enforcement concerns), the Licensees and DHS agree to negotiate in good faith to modify this LOA. Rejection of a proposed modification alone shall not constitute evidence of a failure to negotiate in good faith.

Nothing in this LOA is intended to excuse the Licensees from their obligations to comply with all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.

For and on behalf of Edge Cable Holdings USA, LLC



Kevin Salvadori

Director

Edge Cable Holdings USA, LLC

1 Hacker Way

Menlo Park, California 94025

+1 650 441 2382

ksalvadori@fb.com

For and on behalf of Aqua Comms (Americas) Inc.

DocuSigned by:
Michael Sauer
D330FE80371D46A...

Michael P. Sauer
VP Americas
Aqua Comms (Americas) Inc.
85 East End Avenue, Apartment 15E
New York, New York 10028
+1 917 385 8729
msauer@aquacomms.com

For and on behalf of Cable & Wireless Americas Systems, Inc.

DocuSigned by:

Megan Doberneck

Megan Doberneck

General Counsel and Company Secretary
Cable & Wireless Americas Systems, Inc.

2420 17th Street, Suite 4020

Denver, Colorado 80202

+1 303 854 7663

megan.doberneck@vodafone.com

For and on behalf of Microsoft Infrastructure Group, LLC



Andrea Garrison
Partner, Cloud Interconnection & Acquisitions
Microsoft Infrastructure Group, LLC
One Microsoft Way
Redmond, Washington 98052
+1 425 705 7684
andrea.garrison@microsoft.com